

**UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY**

**SITE SERVICES REQUIREMENTS
FOR
CONSTRUCTION SERVICES**

Except as otherwise stated herein, the following clauses shall apply to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under this Subcontract at any U.S. Government location managed or operated by the University, including the Lawrence Livermore National Laboratory ("LLNL") and its Site 300, or at any other location except Subcontractor or lower-tier subcontractor facilities. As used herein, the term "Subcontractor" shall also mean "Seller" and the term "Subcontract" shall also mean "Purchase Order".

A. Liens

1. The Subcontractor agrees that, at any time upon the request of the University, it will submit a sworn statement setting forth the services performed or goods furnished by its lower-tier subcontractors and suppliers, and the amount due and to become due to each, and that before the final payment called for hereunder, it will, if requested, submit to the University a complete set of vouchers showing what payments have been made for goods and labor used in connection with the work called for hereunder.
2. The Subcontractor shall promptly notify the University, in writing, of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the U.S. Government of all Subcontractors' rights and claims growing out of such asserted claims as will enable the University and the U.S. Government to protect their respective interests by litigation or otherwise.
3. The final payment shall not be made until the Subcontractor, if required, shall deliver to the University a complete release of all liens arising out of this Subcontract, or receipts in full in lieu thereof, as the University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and goods for which a lien could be filed; but Subcontractor may, if any lower-tier subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or other means. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all money that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

B. Clean Up

The Subcontractor shall at all times keep the premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its employees or work of any of its lower-tier subcontractors; and at the completion of the work, the Subcontractor shall remove all rubbish from and about the building and all of its and its lower-tier subcontractor's tools, scaffolding, and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. In cases of a dispute between the Subcontractor and its lower-tier subcontractors employed on or about the structure or structures upon which the work is

to be done, as herein provided, as to responsibility for the removal of rubbish, or, in case the same is not promptly removed as herein required, the University may remove the rubbish and charge the cost to the Subcontractor.

C. Employees

The Subcontractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to the person and shall devote only its best qualified personnel to work under this Subcontract. Should the University deem anyone employed on the work incompetent or unfit for duty and so inform the Subcontractor, the Subcontractor shall remove such person from work under this Subcontract and that person shall not again, without written permission of the University, be assigned to work under this Subcontract.

D. Indemnification

The Subcontractor shall defend, indemnify and hold harmless the University and the U.S. Government, their officers, employees and agents from and against all losses and expenses (including costs of attorney's fees), damages and liabilities of any kind resulting from or arising out of this Subcontract and/or the Subcontractor's performance hereunder (including but not limited to injury or death of any person or damage or loss of any property), excepting only those losses, expenses, damages and law imposed liabilities caused solely by the intentional misconduct or active negligence of University or U.S. Government personnel.

E. Insurance

1. Types of Coverage

The Subcontractor shall at its expense obtain, keep in force, and maintain insurance to cover its performance under this Subcontract of the types and in the amounts set forth below. Such insurance shall be maintained in full force and effect during the performance of work required by this Subcontract:

<u>a. Commercial General Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000
• Products/Completed Operations Aggregate	\$ 5,000,000
• Personal and Advertising Injury	\$ 1,000,000
• General Aggregate	\$ 5,000,000

<u>b. Business Automobile Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000

The automobile liability insurance shall cover liability to third parties related to the Subcontractor's use of owned, scheduled, non-owned, or hired vehicles, including the Subcontractor's use of any University-furnished U.S. Government owned vehicles. The automobile liability insurance shall cover liability to the University, as a third-party, for any loss or destruction of, or damage to, University-furnished U.S. Government owned vehicles only if the Subcontractor's use involves hazardous activities or materials or the vehicle is assigned for exclusive, full-time use.

- c. Workers' Compensation (As required under California State law or other applicable State law for any work not performed in California). The workers' compensation insurance shall include the following minimum coverage:

	<u>Minimum Limit</u>
• Coverage B – Employer's Liability, Per Accident	\$ 1,000,000
• Bodily Injury by Disease, Per Employee	\$ 1,000,000
• Bodily Injury by Disease, Aggregate	\$ 1,000,000

2. Endorsements, Certificates of Insurance and Other Conditions

The general liability insurance shall (a) include a “waiver of subrogation” provision and (b) be endorsed to name The Regents of the University of California and the U.S. Government as **"additional insureds."** As “additional insureds” the University and U.S. Government shall be protected against losses, expenses, damages and liabilities arising out of the Subcontractor’s activities, whether performed by the Subcontractor or its lower-tier subcontractors.

All such insurance coverage shall be primary and shall not participate with or apply in excess of any other valid, collectible insurance or program of self-insurance of the University or U.S. Government.

The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A- VIII or better, or an equivalent Standard & Poor’s rating of AA or better, or Moody’s rating of Aa or better.

Unless otherwise indicated in the Subcontract, prior to commencement of any work at a University controlled or U.S. Government owned or leased premises, the Subcontractor shall provide the University Procurement Representative with an endorsement to the general liability insurance policy and with certificate(s) of insurance for all the types of required insurance, issued by properly authorized representatives. The certificate(s) of insurance shall specifically confirm the “waiver of subrogation” and “additional insured” obligations. All required endorsement(s) and certificate(s) of insurance shall be sent to the University Procurement Representative named in the Subcontract at the following address:

University of California
Lawrence Livermore National Laboratory
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

The Subcontractor shall provide written notification to the University at least 30 days in advance of any modification, change, or cancellation of any of the insurance coverage. Any such notification by an insurance agent or other insurance company representative shall be in addition to, and shall not satisfy, the Subcontractor’s obligation to provide a written notification.

The insurance shall not be written on a claims made form or subject to a Self-Insured Retention (SIR) or deductible of \$100,000 or more without the written approval of the University Procurement Representative.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Subcontractor.

3. Lower-Tier Subcontractor Insurance

Before permitting any lower-tier subcontractor, other than a seller or vendor of standard commercial items and supplies, to perform any work under this Subcontract, the Subcontractor shall require the lower-tier subcontractor to furnish to the Subcontractor satisfactory evidence that the lower-tier subcontractor has obtained and maintains

insurance consistent with the above specified types and amounts for all work that the lower-tier subcontractor will perform under this Subcontract.

F. BUILDER'S RISK PROPERTY INSURANCE

(Applicable to Subcontracts over \$50,000.)

1. Coverage Requirements

- a. The Subcontractor shall, at its own expense, provide and maintain insurance under a "Standard All Risk Course of Construction" policy, **to include transit insurance coverage**, insuring all work done and materials supplied in connection with work done in performance of this Subcontract against loss or damage resulting from all risks of physical loss or damage, including but not limited to fire and associated perils, vandalism and malicious mischief, earthquake, and flood if the location of the work has been delineated in a flood hazard boundary map issued by the Department of Housing and Urban Development, and/or other causes. **Such insurance shall be issued with limits on a completed value basis and valuation to be on a replacement cost basis.**
- b. The word "flood," as used in this clause, shall have the same definition as used in the National Flood Insurance Act, which is "a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of streams, rivers or other inland water, or (2) abnormally high tidal water or rising coastal waters resulting from severe storms, hurricanes or tsunamis (destructive sea wave caused by an underwater earthquake)".
- c. Should the work involve solely alteration work, then earthquake and flood insurance is not required for the existing structure value, but is required for the alteration work if such work exceeds \$500,000. Should the work involve both alteration work and new construction, then earthquake and flood insurance is required **on the new construction and for the alteration work if such work** exceeds \$500,000, but is not required for the existing structure.

2. Conditions of Coverage

- a. The insurance shall (a) include a provision designating The Regents of the University of California and the U.S. Government as "additional insureds", by certificate, endorsement, or otherwise; (b) include a provision that the policies are primary and shall not participate with nor are excess over any other valid and collective insurance; (c) include a waiver of subrogation in favor of the University and U.S. Government; and (d) provide for deductible amounts not exceeding five percent of the insurable values of work of Subcontractor for the perils of all risks of physical loss or damage, including but not limited to fire and associated peril, vandalism and malicious mischief, earthquake, and flood. In the event of an insured loss or damage, the Subcontractor agrees to pay to the University, upon demand, an amount equal to the deductible amount.
- b. The insurance shall specifically provide that the proceeds of said policy or policies shall be payable to the Subcontractor and The Regents of the University of California, as their interests may appear, and that in the case of an Act of God as defined by the California Government Code, Section 4151, the proceeds of said policy or policies shall be payable to the University, to indemnify the University and U.S. Government for any damage to the work caused by such Act of God, if the University elects to terminate the Subcontract.

- c. The insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the University's or U.S. Government's interest shall not be effective (a) for such period as the laws of the State in which this Subcontract is to be performed prescribe, or (b) until 30 days after the insurer or the Subcontractor gives written notice to the University, whichever period is longer.
 - d. The insurance shall be kept in full force and effect by the Subcontractor during the entire performance of this Subcontract, until final acceptance of the completed work by the University. Such insurance shall be maintained in an amount equal to the full insurable value of the portion of the work and building done, at all times during progress of work to be done in compliance with provisions of this Subcontract.
3. **Insurers and Policies**

The insurance shall be obtained from an insurance carrier or carriers [authorized to do business in California](#) and approved by the University, under an insurance policy or policies satisfactory to the University in form and substance ([A.M. Best rating of A- VIII or better; or equivalent with Standard & Poor's rating of AA or better; or Moody's rating of Aa or better](#)).
4. **University May Insure for Subcontractor**

In case of the breach of any provision of this clause, the University may, at its option, take out and maintain such insurance in the name of the Subcontractor or any subcontractor, as the University may deem appropriate, and may deduct the cost of obtaining and maintaining such insurance from any sums which may be found or become due the Subcontractor under this Subcontract.
5. **Endorsements and Certificates of Insurance**

[Unless otherwise indicated in the Subcontract](#), prior to commencement of the work, the Subcontractor shall [provide the University Procurement Representative with all required endorsements and with](#) certificate(s) of insurance substantiating and covering the insurance required under this clause, specifically addressing the conditions of coverage set forth in Paragraph 2, above. The [endorsements and](#) certificate(s) of insurance shall show all companies affording coverage [and](#) shall show the name of the Subcontractor exactly in the manner which it is licensed by the Contractors State License Board. [All required endorsement\(s\) and certificate\(s\) of insurance shall be sent to the University Procurement Representative named in the Subcontract at the address indicated in Paragraph E., 2.](#)

G. Environment, Safety, and Health

In performing work under this Subcontract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of the work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall, in performance of work, comply with the Environment, Safety, and Health (ES&H) provisions contained in this Subcontract.

H. Security – On-Site Personnel

1. The Subcontractor, lower-tier subcontractors, and their personnel must comply with all applicable U.S. Government and University site access and security requirements.

2. All Subcontractor and lower-tier subcontractor personnel visiting the site or performing on-site work must possess a Security Access Authorization Badge appropriate for the work area.
3. To be allowed unescorted access to any "Limited", "Exclusion", or "Protected" security areas, or access to any classified information, (1) the Subcontractor and lower-tier subcontractors, as applicable, must possess a DOE foreign ownership, control, and influence (FOCI) certification, and (2) their personnel must possess a Security Access Authorization Badge appropriate for the access level.

I. Vehicle Operation

Subcontractor personnel operating any vehicle on University-controlled sites are required to possess a valid driver's license issued by the State of California or other state, if appropriate. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations of the University, including parking restrictions. Failure to comply with these requirements may result in the University revoking the on-site driving privileges of the offending Subcontractor personnel.

J. Site 300 Valley Fever Health Hazard

(Applicable if any work or activities are at LLNL Site 300.)

1. **Representations.** The Subcontractor represents that it is aware that the Lawrence Livermore National Laboratory Site 300 area is located in San Joaquin County which has dirt and dust which contain spores that cause Coccidioidomycosis (sometimes called "Valley Fever"), a disease that is endemic throughout the County, including Site 300. The Subcontractor further represents that appropriate precautionary measures will be taken by the Subcontractor, including its lower-tier subcontractors, to protect the health of employees, other workers, including University of California employees, or other individuals or personnel who may be involved with the Subcontractor's work or services at Site 300 under this Subcontract. (Information on the disease and certain precautionary measures is available from the American Lung Association.)
2. **Indemnification.** The Subcontractor agrees to indemnify and hold harmless the University and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted against the University or the U.S. Government by the employees of the Subcontractor or its lower-tier subcontractors or other individuals exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of Subcontract activities, provided the Subcontractor is given written notice of any involved claim instituted against the University or the U. S. Government.
3. **Insurance.** The Subcontractor agrees to maintain such **general** liability, employer's liability, and **workers'** compensation insurance as will protect the University and the U. S. Government from the risks enumerated above and from any and all claims under any Workers' Compensation Acts, Occupational Disease Acts, and similar state and/or federal statutes enacted for the benefit of employees. Each such policy must contain a provision waiving any right of subrogation against the University and the U. S. Government which may arise by reason of any payment under the policy.

(END OF CLAUSES)